



IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY
STATE OF OKLAHOMA DISTRICT COURT

F I L E D

LAURA DANIEL and RUSSELL DANIEL, husband and wife, beneficiaries of certain life insurance coverage upon the life of Jody Tate, deceased,

plaintiffs,

versus

PRUDENTIAL INSURANCE COMPANY OF AMERICA and the OPTIONAL GROUP TERM LIFE INSURANCE PLAN of and for employees of Hi-Tech Testing Service Inc.

defendants.

JUL - 1 2014

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CJ-2014-02537
CASE NO.

CARLOS J. CHAPPELLE

ATTORNEYS LIEN CLAIMED

JURY TRIAL DEMANDED

PETITION

For their claims against the Defendant, Plaintiffs show as follows:

1. Plaintiffs are individual residents of the State of Oklahoma. Defendant Prudential Insurance Company Of America ("Prudential") is a foreign insurer registered to, and actually doing, business in Oklahoma. Defendant "The Optional Group Term Life Insurance Plan" of and for employees of Hi-Tech Testing Service Inc. ("the Plan") is an "employee welfare benefit plan" as defined at 29 U.S.C. §1002(1) and is an entity amenable to lawsuits of this nature pursuant to 29 U.S.C. § 1132(d)(1). Prudential is the claims administrator/ insurer of the Plan and funds the benefits here in question. This matter involves, *inter alia*, questions arising under and pursuant to the laws of the United States of America, the Employee Retirement Income Security Act of 1974 ("ERISA"), Pub. L. No. 93-406, 88 Stat. 829 (codified, as amended, in scattered sections of 5 U.S.C., 18 U.S.C., 26 U.S.C., 29 U.S.C., and 42 U.S.C.). Jurisdiction is proper in either state or federal courts under and pursuant to, *inter alia*, 28 U.S.C. § 1331 and 29 U.S.C. § 1132 (e)(1). Venue is proper in, *inter alia*, Tulsa County, Oklahoma, or the Northern District of Oklahoma,

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pursuant to 29 U.S.C. § 1132(e)(2) and 12 O.S. § 137. The amount in controversy herein, without regard to costs, fees or interest, exceeds the sum of \$75,000.00. This Court has jurisdiction over the parties hereto and the subject matter hereof.

2. At the time of his death on April 11th, 2013, Jody Tate (“Jody”), an individual resident of the State of Oklahoma, was employed by Hi Tech Testing, Inc., an Oklahoma corporation. He was, as such, enrolled and a participant in the Plan.

3. The Plan provided group term life insurance benefits to its participants and, in Jody’s case, provided insurance coverage upon his life.

4. Plaintiffs were Jody’s parents and the duly and properly named death beneficiaries under the terms of the Plan.

5. Jody’s death on April 11th, 2013, was a covered loss under the terms of the Plan. Accordingly, it triggered an obligation on Prudential’s part to pay to Plaintiffs the full amount of coverage purchased by Jody.

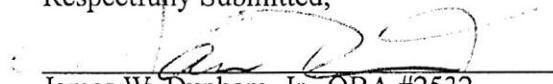
6. Prudential has paid only a portion of the coverage purchased by Jody and has declined to pay the balance.

7. Prudential’s refusal to pay the balance of the coverage purchased by Jody was, and is, arbitrary, capricious and in wrongful derogation of its legal obligation(s) to pay the full amount of the coverage purchased by Jody.

8. Plaintiffs have performed all necessary conditions precedent to the filing of this action.

WHEREFORE, on any and all legal or equitable grounds afforded them by law, Plaintiffs pray for a monetary award of damages against Prudential in an amount not less than \$75,000.00, for their costs and fees here incurred and for any and all further relief to which this Court may deem them entitled.

Respectfully Submitted,


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